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OFFICE OF PETITIONS

RA BEDELL COMPANY INC.
PO BOX 2813
CARLSBAD, CALIFORNIA
92018-2813

SERVICE CONNECTED DISABLED VETERAN OWNED BUSINESS
DISABLED VETERAN BUSINESS ENTERPRISE

December 12, 2011
USPTO
Petitions Office
200 Ballenger Avenue
Randolph Building
Alexandria, VA 22313
Attention: Ms. Liana Walsh Esq.

Dear Ms. Walsh,

As suggested, I am enclosing the documents for ownership for patent number 6418964, application number, 09/627,902. Also, enclosed please find the information for patent number 5845999, application number, 08743926. As you know, I submitted form number SB/66 for patent number 6418964, but it has come to my attention that patent 5845999 is seriously overdue. Given the current status of that patent 5845999, my question is, should I file the maintenance fee for that patent first? The fact is both patents make a system known as, Hickey Pin System. If both patents can't remain active then the system cannot exist. Thus, I would need to consider my options at that point. Perhaps, I can get your expert guidance on this matter.

Again, I want to thank you for your help and I appreciate all your support. As I shared with you in our telephone conversation a small business owner needs all the support one can get. All the folks at the USPTO have treated me very well and for that I thank you.

Sincerely,

Sincerely,
Richard A. Bedell

Richard A. Bedell
CEO & Founder

LICENSING AGREEMENT

THIS AGREEMENT is entered into this 21st day of June, 2000 by and between James Kearney ("Owner") with offices at 70 Nelson St., Farmingdale, N.Y. and R.A. Bedell Company ("Licensee") with offices at P.O. Box 2813, Carlsbad, California 92018;

WITNESSETH:

WHEREAS, Owner is the sole and exclusive owner of the patent known as US Patent #5,845,999 known as the "Hickey Pin" and "Hickey Pin Kit" and other intellectual property related to these products known as "Hickey Jack Shafting Kits", "Hickey Trunnion", "Hickey Rockets" and "Hickey Pin Extended Shafts". (See attached exhibit "A");

WHEREAS, Owner represents and warrants to Licensee that Owner possesses and owns all rights, title, and interest in and to the Patent #5,845,999 and that Owner has not assigned or otherwise granted any rights, title or interest of any type in any agreement to any other individual or entity.

WHEREAS, Owner desires to appoint Licensee and Licensee desires to act as Owner's exclusive licensee for the purpose of marketing the so called "Hickey Pin" and "Hickey Pin Kit", as well as in the promotion and advertising of said licensed products in all media and such other uses as are commonly understood to be included within that phrase in the licensing industry;

WHEREAS both Owner and Licensee are in agreement with respect to the terms and conditions upon which the Licensee shall act;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth below, it is agreed as follows:

1. SCOPE OF GRANT

The Licensee, R.A. Bedell Company is granted the exclusive right to manufacture, sell and distribute the product known as the "Hickey Pin" and the "Hickey Pin Kit", US Patent #5,845,999 and other intellectual property related to the

"Hickey Pin Kits" as in exhibit A. (See attached exhibit A). The geographical parameters are global or world-wide in nature and grant the licensee the right to engage in all activities that are designed to further the marketing and distribution of the said "Hickey Pin" and "Hickey Pin Kit".

The Owner further grants to the licensee the right to sub-license the "Hickey Pin" and the "Hickey Pin Kit" in the above mentioned geographical territory.

The Owner further grants to the licensee the right for improvements to address the field improvements directly from efforts of the Owner or licensee under this agreement.

There will be an up-front cash payment to be determined at a later date which is contingent upon an agreement being reached with a third party. Provided, however, said payment shall not exceed \$250,000.00 or 100% of the up-front cash payment received by the licensee from the third party.

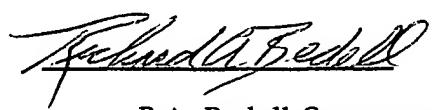
A royalty stream percentage will be paid and determined at a later date which is contingent upon an agreement being reached with a third party. Provided, however, said payment shall be minimum of 2% not to exceed 4%.

This grant of license is for the duration of the patent.

Dated: June 21, 2000

Owner

Licensee


James Kearney

R.A. Bedell Company